

IMPORTANT NOTICE

Due to potential delays in receiving mail, this solicitation contains the provision at FAR 52.215-5, which authorizes facsimile proposals. Offerors are encouraged to use alternatives to the mail when submitting proposals.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 24 PAGES	
2. CONTRACT NO.	3. SOLICITATION NO. N00173-01-R-MS08	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07 NOV 01	6. REQUISITION/PURCHASE NO. 57-5039-01	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.MS WASHINGTON DC 20375-5326		CODE N00173		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 222, Rm. 115 until 4 PM local time 07 DEC 01
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Mary Sandy sandy@contracts.nrl.navy.mil	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-767-3710
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.
			17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
		ITEM	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	
		(Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide research and development in accordance Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE		\$	\$	\$

* *Not Separately Priced*

NOTICE TO OFFERORS: In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 19 October 2001 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**SECTION D
PACKAGING AND MARKING**

D-1 PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

- | | | |
|----------|---|--|
| 52.246-8 | - | Inspection Of Research And Development - Cost Reimbursement (MAR 2001) |
| 52.246-9 | - | Inspection Of Research And Development (Short Form) (APR 1984) |

DFARS CLAUSE TITLE

- | | | |
|--------------|---|---|
| 252.246-7000 | - | Material Inspection And Receiving Report (DEC 1991) |
|--------------|---|---|

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

- | | | |
|-----------|---|---|
| 52.242-15 | - | Stop-Work Order (AUG 1989) - Alternate I (APR 1984) |
| 52.247-34 | - | F.O.B. Destination (NOV 1991) |

F-2 PERIOD AND PLACE OF PERFORMANCE

(a) The term of this contract is from date of contract award through 12 months thereafter, with four (4) options that will extend the period of performance for an additional 12 months each, if exercised.

(b) The principal place of performance of this contract shall be the Naval Research Laboratory, Washington, DC.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 *PROCURING OFFICE REPRESENTATIVE*

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

*(* To be completed at time of award)*

G-2 *CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS*

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

*(* To be completed at time of award)*

G-3 *TECHNICAL DIRECTION MEMORANDUM (TDM)*

(a) For the purposes of this clause, technical direction includes the following:

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.

- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
- (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
- (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 SUBCONTRACTORS/CONSULTANTS

- (a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- (b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-5 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public

vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be completed at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- ☐ is required with each invoice submittal.
☐ is required only with the final invoice.
☒ is not required.

(f) A Certificate of Performance

- ☐ shall be provided with each invoice submittal.
☒ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-6 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$* and it is estimated that this amount is sufficient for contract performance through * .

*(*this provision will be included and completed at time of award, if applicable)*

G-7 INFORMATIONAL SUBLINE ITEMS

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

G-8 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting:
97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 TYPE OF CONTRACT

This is a *

(*To be completed at time of award)

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications

equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel: *

<u>Labor Category</u>	<u>Name</u>
Engineering Technician	*

*(*To be completed at time of award)*

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 15,600 hours for the basic award and 15,600 hours for Options one through four if exercised. The total level of effort shall include the hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 1,300 hours per month of the basic award and 1,300 hours per month for Options one through four if exercised. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would

be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

Labor Category	Hours	Hours	Hours	Hours	Hours
	Basic Year	First Option	Second Option	Third Option	Fourth Option
EW Engineer (On-Site) Task 1	3120	3120	3120	3120	3120
Engineering Technician (On-Site) Task 1	4160	4160	4160	4160	4160
Mechanical Technician (On-Site) Task 1	6240	6240	6240	6240	6240
EW Engineer (On-Site) Task II	1040	1040	1040	1040	1040
Administrative Assistant	1040	1040	1040	1040	1040
Total	15,600	15,600	15,600	15,600	15,600

H-4 *ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)*

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design. "[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338.Telephone 1-800-282-6476]

H-5 *ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)*

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

H-6 *OPTION TO EXTEND THE TERM OF THE CONTRACT*

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of four times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

First Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Second Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Third Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Fourth Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (MAY 2001)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52-203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority And Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-17	- Waiver Of Facilities Capital Cost Of Money (OCT 1997) (will be included if the successful offeror does not propose facilities capital cost of money)
52.215-21	- Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)

- 52.216-7 - Allowable Cost And Payment (MAR 2000) *(If the contract is with an educational institution, modify the clause by deleting from paragraph (a) "Subpart 31.2" and substitute "Subpart 31.3". If the contract is with a state or local government, delete from paragraph (a) "Subpart 31.2" and substitute "Subpart 31.6". If the contract is with a nonprofit other than an educational institution, a state or local government, or a nonprofit organization exempted under OMB Circular A-122, modify the clause by deleting from paragraph (a) "Subpart 31.2" and substituting "Subpart 31.7".)*
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUL 1996)
- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-9 - Small Business Subcontracting Plan (OCT 2000) - Alternate II (OCT 2001)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (JAN 1999)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
(will be included if the successful offeror is a small business or a non-profit organization)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) *(Applicable when the contract or task order is fully funded)*
- 52.232-22 - Limitation Of Funds (APR 1984) *(Applicable when the contract or task order is not fully funded)*
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (MAY 2001) Alternate I (OCT 2001)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)

- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.245-19 - Government Property Furnished "As-Is" (APR 1984)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 2000)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (AUG 1999)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7007 - Buy American Act--Trade Agreements--Balance Of Payments Program (SEP 2001)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)

- 252.225-7021 - Trade Agreements (SEP 2001)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (JUN 2000)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (SEP 1999)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS**

- J-1** Attachment (1) - Statement Of Work - Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, Pages.
- J-2** Attachment (2) – Personnel Qualifications - 4 Pages.
- J-3** Attachment (3) - DD Form 254, Contract Security Classification Specification, Ser 036-01 Dated July 13, 2001 - 2 Pages.
- J-4** Attachment (4) – Accounting and Appropriation Data- 1 page. *
(* To be included at time of award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION - K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is 541330

The small business size standard is \$5,000,000.00.

SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES
TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE	TITLE
52.204-6	- Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.215-1	- Instructions To Offerors- Competitive Acquisition (MAY 2001)
52.215-5	- Facsimile Proposals (OCT 1997) Paragraph (c) is completed as follows: (202) 767-0430 or (202) 767-0494. Your proposal must include a cover page to the attention of Mary Sandy, Code 3220J stating the solicitation number. In addition facsimile proposals may be transmitted by e-mail to sandy@contracts.nrl.navy.mil or bays@contracts.nrl.navy.mil in either Microsoft Word (97 or earlier) or pdf format. For assistance, call Mary Sandy at (202) 767-3710.
52.215-16	- Facilities Capital Cost Of Money (OCT 1997)
52.219-24	- Small Disadvantaged Business Participation Program - Targets (OCT 2000)

L-2 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below in Section L-12.

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee level of effort type of contract resulting from this solicitation.

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-7 TRAVEL AND MATERIAL ESTIMATES - FOR EVALUATION PURPOSES ONLY

The travel and material set forth below must be included in each offeror's cost proposal. During the term of the contract, the contractor will be reimbursed actual and verifiable travel and material expenses.

- a) The Government estimates the travel costs for this effort to be \$42,00 per year for the basic contract, and \$52,000 per year for each option, if exercised.
- b) The Government estimates the material costs for this effort to be \$283,000 per for the basic contract, and \$273,000 per year for each option, if exercised.
- c) The travel and material estimates are direct costs and the offeror should add applicable indirect costs, if any.

L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-9 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-10 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-01-R-MS08

Closing Date:

Attn: Code 3220.MS

(3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES .

(1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price.

(2) The following information is required for evaluation of your technical/management:

Personnel Qualifications

The Offeror shall provide evidence that it has, or has the ability to obtain, personnel with relevant experience in the technical areas described in Attachment (1), Statement of Work and the required qualifications set forth in Attachment (2), Personnel Qualifications. The Offeror shall document the experience, education, and other qualifications of all personnel proposed to accomplish the task areas of the Statement of Work. As a minimum, the offeror shall provide for each proposed individual: name of proposed individual; proposed labor category, coinciding with the labor categories listed in Section H-3; resume; and status of current or ability to obtain the required security clearance as stated in Attachment (3), Personnel Qualifications. Key personnel shall be identified as such.

Technical Understanding

The Offeror must describe technical understanding for implementation of each task requirement, concept of achievement of task assignments, interrelationships of work tasks, and responsiveness to workload fluctuations in sustaining technical support and furnishing the required deliverables throughout the term of the contract. The Offeror must demonstrate its experience on the details of how to develop, implement, and effectively utilize an infrared (IR) missile simulator; the design and development of unique Electro-optic/infrared (EO/IR) devices and sensors for electronic warfare (EW) countermeasure applications; calibration and data reduction techniques; and the process of conducting laboratory and field evaluations of countermeasure devices.

Company Experience

The Offeror must provide documentation on recent in-house experience in providing research similar in nature to the Statement of Work, Attachment 1. The Offeror must provide demonstrated experience with ECM, IR missile simulators, and test and evaluation experience for naval tactical warfare applications within the least five years. This experience must include test planning, system performance evaluations, and data reduction and analysis support during laboratory and field evaluations. The Offeror must demonstrate their capabilities to understand issues associated with countermeasure systems development and evaluation and roles. Proposals should identify related work via contract numbers, Government agency/commercial entity, dollar amounts, dates of performance, names and telephone numbers of technical personnel if government and /or commercial procuring and technical personnel. Proposal should include a brief summary of the relevant work performed under each contract.

L-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

(1) COST PROPOSAL

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical/management factor is more important than the cost factor. The technical sub-factors are listed in descending order of importance with the personnel qualifications subfactor being of significantly more importance.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel relevant to the Statement of Work, Attachment 1 and the Personnel Qualifications, Attachment 2; and the previous experience of the key personnel including the degree to which they satisfy the stated personnel qualifications including aircrew training and certification, experience in Decoy Evaluation Simulations, configuration control of FP-3B aircraft, installation modification, and removal procedures involved with project requirements.

(2) TECHNICAL UNDERSTANDING

The offerors technical understanding will be evaluated on their understanding of the implementation of each task requirement, concept of achievement of task assignments, interrelationships of work tasks, and responsiveness to workload fluctuations in sustaining technical support and furnishing the required deliverables throughout the term of the contract. The offeror will be evaluated on their demonstrated experience on the details of how to develop, implement, and effectively utilize an IR missile simulator; the design and development of unique EO/IR devices and sensors for EW countermeasure applications; calibration and data reduction techniques; and the process of conducting laboratory and field evaluations of countermeasure devices.

(3) COMPANY EXPERIENCE

The offerors company experience will be evaluated on recent in-house experience in providing research similar in nature to the Statement of Work, Attachment 1 and demonstrated experience with ECM, IR missile simulators, and test and evaluation experience for naval tactical warfare applications within the least five years. The offerors's experience will be evaluated on their experience in test planning, system performance evaluations, and data reduction and analysis support during laboratory and field evaluations. The offeror will be evaluated on their demonstrated capabilities to understand issues associated with countermeasure systems development and evaluation and roles/relationships of military laboratory and field activities.

M-2-2 COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

STATEMENT OF WORK

1.0 INTRODUCTION

The Naval Research Laboratory (NRL) is responsible for research and development in support of the Navy's Tactical Electronic Warfare (EW) missions.

2.0 SCOPE

The contractor shall provide engineering, maintenance, coordination and testing support necessary to accomplish the RDT&E programs performed by the TEW Division of NRL. This support shall include two tasks.

3.0 Technical Requirement

The technical requirement is geared towards the accomplishment of Task 1 and Task 2. The specific tasks to be performed shall include:

3.1 *TASK1:*

The contractor shall design and provide installation for three flyable IR missile simulators, modification and operational support for all seven IR missile simulators (three flyable IR missile simulators and four ground simulators).

3.1.1 The contractor shall prepare engineering data, schematics and installation drawings to support design, modification and installation of IR simulators.

3.1.2 The contractor shall develop, implement, and effectively utilize an infrared (IR) missile simulator.

3.1.3 The contractor shall design and develop unique Electro-optic/infrared (EO/IR) devices and sensors for Electronic Warfare (EO) countermeasure applications.

3.1.4 The contractor shall provide calibration and data reduction techniques.

- 3.1.5 The contractor shall fabricate and test EW systems and components.
- 3.1.6 The contractor shall provide schematics, layout drawings, and printed circuit boards for all computer interface boards.
- 3.1.7 The contractor shall provide interface cables for the IR simulators to be used at NRL and its field sites.
- 3.1.8 The contractor shall fabricate and test all fiber optic links between the computers installed in the fuselage and the computers located in pods on the wing of the P-3 aircraft or the nose of other aircrafts.
- 3.1.9 The contractor shall perform mechanical, electrical and structural changes to accommodate equipment installation/removal in NRL laboratories and onboard field test platforms.
- 3.1.10 The contractor shall conduct equipment checkout and testing of design changes and installation to verify performance acceptability *both during flight and ground operations* and installation integrity and suitability.
- 3.1.11 The contractor shall prepare coordination support documentation containing design information, installation data (i.e., weight and balance calculations) and flight schedules for all IR simulators.
- 3.1.12 The contractor shall collect and provide support for correlation and analysis of test data from all IR simulators used in the lab and at field sites. Prepare tables and plots and provide data reduction of IR simulator data collected.
- 3.1.13 The contractor shall prepare draft evaluation reports detailing test results in regard to fleet support programs.
- 3.1.14 The contractor shall provide engineering and technical support for the gimbal systems used in the IR simulators.
- 3.1.15 The contractor shall provide mechanical and electrical support to install the IR Simulators on other than Navy aircraft such as the Piper aircraft used for local over the water testing.

3.2 TASK 2:

The contractor shall provide operational support in the design, assembly and testing of microwave antennas, systems and devices and also in the performance of land based and at sea evaluations of EW systems.

- 3.2.1 The contractor shall perform radio frequency (RF) measurements such as phase, amplitude, insertion loss, return loss, isolation, on active and passive microwave devices.
- 3.2.2 The contractor shall perform spectrum analysis measurements on active microwave devices.
- 3.2.3 The contractor shall perform radiation pattern and gain measurements on microwave antennas.
- 3.2.4 The contractor shall perform radar cross-section measurements on various radar reflecting devices.
- 3.2.5 The contractor shall provide support for the installation and check out of test equipment for land based and at sea testing.
- 3.2.6 The contractor shall collect and provide support for correlation and analysis of test data from RF simulators and EW systems used in land based and at sea tests.

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/P/R No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A	C. CATEGORY: TDP _____ TM. _____ OTHER _____	
D. SYSTEM / ITEM		E. CONTRACT / PR NO. N00173-01-R-MS08		F. CONTRACTOR
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Quarterly Progress Reports		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE NRL Code 5752
7. DD 260 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY QRTLY	12. DATE OF FIRST SUBMISSION 120 DAC	14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repr
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 10 EOQ	
10. REMARKS The report should be separated for each task involved in this contract and should include but not limited to the following: Description of progress during the reporting period, supported by explanations for any change in approach reported previously. Summary of any field testing done during the reporting period. Summary of any problems or areas of concern the contractor has encountered during performance of work.				NRL Code 5752 NRL Code 5754 15. TOTAL → 2
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Monthly Financial Reports		3. SUBTITLE
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE NRL Code 5752
7. DD 260 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40 DAC	14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repr
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 10 DAYS AFTER EOM	
10. REMARKS This monthly report should also be divided for each task involved with contract and should include: Amount currently expended for each task and labor category. Expenditures and commitments to data for each task and labor category. Estimated funds required for completing work. Cost of travel and material purchased during the reporting period of each task.				NRL Code 5752 NRL Code 5754 15. TOTAL → 2
G. PREPARED BY Code 5752		H. DATE	I. APPROVED BY	J. DATE

**18. ESTIMATED
TOTAL PRICE**

<p>17. PRICE GROUP</p>
<p>18. ESTIMATED TOTAL PRICE</p>

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM- _____ OTHER _____		
D. SYSTEM / ITEM		E. CONTRACT / PR NO. N00173-01-R-MS08		F. CONTRACTOR		
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Contractor On-Site Labor Report			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE NRL Code 5752		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY MNTLY	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION		
9. APP CODE N/A	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
				Draft	Final Reg Repre	
10. REMARKS The Contractor shall deliver the On-Site Labor Report no later than five (5) days after the end of each reporting month. The report must include as a minimum the following data: Reporting Period, Contract Number (and Order Number, if applicable), Contract Value, Current Funding, Amount Expended in Current Period, Total Expended to Date: Date Submitted Labor (including subcontractors) - Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL. If the contractor employees worked on multiple tasks (as defined by the COR), the numbers of hours worked on each task must be shown separately. for any change in approach reported previously.				NRL Code 5752	1	
				NRL Code 5754	1	
				NRL Code 5702	1	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Final Report		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE NRL Code 5752		
7. DD 250 REQ DD	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION *	14. DISTRIBUTION		
9. APP CODE N/A	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
				Draft	Final Reg Repre	
10. REMARKS The Final Report shall be a comprehensive summary of the quarterly progress reports described in data item number A001.				NRL Code 5752	1	
				NRL Code 5754	1	
				15. TOTAL →	2	
G. PREPARED BY Code 5752		H. DATE		I. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

PERSONNEL QUALIFICATIONS

1. Electronic Warfare (EW) Engineer

A. Education:

Must have a Bachelor of Science in electrical engineering from an accredited college or university with higher consideration given to an advanced degree.

B. Experience:

Must have five years experience in Electronic Warfare (EW) with a background in signal or digital image processing, digital servo loop design, fiber optics, military aircraft wiring, and computer interfacing.

NOTE: One year of experience exceeding the minimum requirements specified may be substituted for a year of educational training and vice versa.

C. Clearance:

Secret required.

D. Other Requirements:

Must be able to meet the Navy's physical and safety requirements including a flight physical, a course in swimming, life saving, and safety procedures during flight emergencies in order to qualify for duties involving flying in Government aircraft. The requirements are listed in OPNAVINST 3710.7R.

2. Engineering Technician (Electrical) (Task I)

A. Education:

Must have an Associate Degree from Electrical Technical training schools or successful completion of a military Electrical Technical training school or 10 years on-the-job electrical experience.

NOTE: 10 years on the job electrical experience may be substituted for education requirements.

B. Experience: (Must have five years of experience in each of the following)

- a) Design, fabrication, installation, and repair of EW systems installed on a military aircraft.
- b) Experience installing and repairing fiber optic interfaces on military aircraft.
- c) Experience in standard CAD programs and engineering formulae and application of engineering analysis procedures to derive accurate test data and results.
- d) Qualified to operate Ground Support Equipment (GSE), i.e., forklift, ordnance truck, transporters, etc.
- e) Experience in operating IR missile simulators in field platforms, collecting data from these simulators, and data reduction and analysis using IBM compatible computers.
- f) Experience installing pods on a Navy P-3 aircraft or the equivalent in commercial aircrafts and coordinating with Navy personnel providing all documents needed to hang pods on the aircraft.

NOTE: One year of experience exceeding the minimum requirements specified may be substituted for a year of educational training and vice versa.

C. Clearance:

Secret required

D. Other Requirements:

Must be able to meet the Navy's physical and safety requirements including a flight physical, a course in swimming, life saving, and safety procedures during flight emergencies in order to qualify for duties involving flying in Government aircraft. The requirements are listed in OPNAVINST 3710.7R.

3. Mechanical Technician

A. Education:

Must have an Associate Degree from a Mechanical and Technical training school or successful completion of a military Mechanical Technical training school.

B. Experience:

- a) Must have 5 years on-the-job mechanical experience in the design, fabrication, installation, or repair of EW or mechanical systems installed on a military aircraft.
- b) Must have a minimum of four years experience installing, removing, and repairing EW systems on military aircraft.
- c) Must have a minimum of ten years extensive knowledge of standard engineering formulae and application of engineering analysis procedures.
- d) Must be qualified to operate Ground Support Equipment (GSE), i.e., forklift, ordnance truck, transporters, etc.
- e) Must have five years experience installing pods on a Navy P-3 aircraft and coordinating with Navy personnel providing all documents needed to hang pods on the aircraft.

Must have a Secret clearance at the contract award date *delete*

NOTE: One year of experience exceeding the minimum requirements specified may be substituted for a year of educational training and vice versa.

C. Clearance:

Secret required.

4. Engineering Technician (microwave) (Task II)

A. Education:

Must have an Associate Degree from an Electrical and Technical training school or successful completion of a military Electrical and Technical training school.

B. Experience: (Must have five years of experience in each of the following)

- a) Experience in performing microwave measurements such as insertion loss or gain, isolation, return loss, power level, and spectrum analysis. This requires having operated microwave test equipment such as network analyzers (vector and scalar), spectrum analyzers, signal generators, power meters, TWT and solid state amplifiers, and receivers. The experience must include use of automated test equipment.
- b) Experience in the operation of indoor antenna ranges and associated instruments to perform antenna pattern and gain measurements, as well as the measurement of small target radar cross section. Must have experience in antenna range

measurement limitations as well as anechoic chamber safety procedures and considerations.

- c) Experience in the operation of general purpose test equipment and video components such as oscilloscopes, multi-meters, video cameras, recorders, and time inserters.
- d) Working knowledge and skills sufficient to assist engineers in designing, fabricating and testing electronic warfare systems and components. Testing may extend to field or shipboard EW environments.
- e) Knowledge of standard engineering formulas and application procedures necessary to derive accurate test data and results.

C. Clearance:

Secret required.

NOTE: One year of experience exceeding the minimum requirements specified may be substituted for a year of educational training and vice versa.

5. Administrative Assistant

A. Education:

Must be a high school graduate with a business course in typing, bookkeeping, and business mathematics.

B. Experience:

Must have five years experience in office management.

PREVIOUS EDITION IS OBSOLETE.

- 12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (Specify)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5752.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

- 13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a TOP SECRET facility clearance, SECRET storage capabilities, and personnel available with DoD granted personnel security clearances commensurate with level of access required for performance of contract.


- 14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

- 15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

- 16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL TINA SMALLWOOD	b. TITLE CONTRACTING OFFICER, SECURITY	c. TELEPHONE (Include Area Code) (202)767-2240/2521
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d. ADDRESS (Include Zip Code)
NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVE., SW
WASHINGTON, DC 20375-5320

e. SIGNATURE


17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1221.11.5752.5702 |